

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY

RE: DISPOSITION OF LAND IN THE WASHINGTON  
PARK URBAN RENEWAL AREA  
PROJECT NO. MASS. R-24 - PARCEL I-5

WHEREAS, the Boston Redevelopment Authority, hereinafter referred to as the "Authority", has entered into a contract for loan and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance to the hereinafter identified project; and

WHEREAS, the Urban Renewal Plan for the Washington Park Urban Renewal Area, Project No. Mass. R-24, hereinafter referred to as the "Project Area", has been duly reviewed and approved in full compliance with local, state, and federal law; and

WHEREAS, the Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under said Title I, including those prohibiting discrimination because of race, color, creed or national origin; and

WHEREAS, there has been presented to this meeting of the Authority a proposed Land Disposition Agreement for the sale of Disposition Site I-5 in the Washington Park Urban Renewal Area to the City of Boston acting by and through the Superintendent of Construction of the Department of School Buildings, hereinafter called the "Developer"; and

WHEREAS, the said proposed Agreement provides that the purchase price for said Site I-5 shall be in the amount of Eleven Cents (\$.11) per square foot, said price being based upon two (2) independent reuse appraisals of the value of said Parcel for uses in accordance with the provisions, controls, and restrictions of said proposed agreement; and

WHEREAS, at its meeting of August 8, 1963, the Authority approved said price and determined said price to be not less than the fair value of said Site I-5 for uses in accordance with the Urban Renewal Plan for the Project Area;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY

1. THAT the proposed Agreement entitled "Land Disposition Agreement by and between the Boston Redevelopment Authority and The City of Boston Acting By and Through the Superintendent of Construction of the Department of School Buildings" describing the proposed disposal transaction between the Authority and the Developer is in all respects approved as satisfactory, and the Development Administrator is hereby authorized to execute said Agreement and an appropriate deed on behalf of the Authority substantially in the form presented to this meeting, subject to concurrence in the proposed disposal transaction by the Housing and Home Finance Agency.
2. THAT disposal of said Parcels by negotiation is the appropriate method of making the land available for redevelopment.
3. THAT it is hereby determined that the Developer possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan for the Project Area.

LAND DISPOSITION AGREEMENT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

THE CITY OF BOSTON

July 17, 1963

Washington Park  
Project

## TABLE OF CONTENTS

## **ARTICLE I - Definitions**

## Section 101: Defined Terms

## **ARTICLE II - Transfer of the Property and Payment Therefor**

- Section 201: Covenant of Sale
  - Section 202: Condition of Land to be Conveyed
  - Section 203: Purchase Price and Payment Thereof
  - Section 204: Time of Sale and Conveyance
  - Section 205: Title and Instrument of Conveyance
  - Section 206: Default by Authority
  - Section 207: Conditions Precedent to Conveyance

### **ARTICLE III - Restrictions and Controls upon Redevelopment**

- Section 301: Redevelopment Pursuant to Plan
  - Section 302: Improvements and Submission of Plans
  - Section 303: Time for Commencement and Completion  
of Construction
  - Section 304: When Improvements Completed
  - Section 305: Non-discrimination in Carrying Out of  
Improvements

#### **ARTICLE IV - Transfer of Redeveloper's Interest**

**Section 401: General Terms Relating to Transfer of  
Interest in Property by Redeveloper**

## **ARTICLE V - Miscellaneous Provisions**



## Acknowledgment

- Exhibit A: Description of Parcel  
Exhibit B: Urban Renewal Plan

LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into this day  
of , 196 by and between BOSTON REDEVELOPMENT  
AUTHORITY, and the CITY OF BOSTON a municipal corporation, acting  
by and through

WHEREAS the City of Boston, acting through its Board of Commissioners' of School Buildings, has determined that the parcel of land located in the City of Boston, hereinafter called "the property", constitutes a suitable site for a new public elementary school for the City of Boston, and the Commission desires to have the City acquire such site, and to redevelop such land for school purposes.

WITNESSETH THAT the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

(a) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to Chapter 121, Section 26QQ, of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest, whether by act of a party to this Agreement or by operation of law or otherwise.

(b) "Redeveloper" shall mean City of Boston, a municipal corporation acting by and through

and shall include any successor in interest or assign, whether by act of a party to this Agreement or by operation of law or otherwise.

(c) "The Property" shall mean Parcel I-5 of the Washington Park Urban Renewal Project Area described in Exhibit A attached hereto and made a part hereof and shown on a map entitled

prepared by

dated , 196 , which map is contained in the Plan  
hereinafter referred to.

(d) "Plan" shall mean the Washington Park Urban Renewal Plan adopted by the Authority on January 16, 1963, and approved by the City Council of the City of Boston on February 18, 1963, and as it may be amended in accordance with the provisions therein contained, which Plan as amended to the date hereof is on file in the office of the Authority and in the office of the Clerk of the City, and a copy of which, as amended to the date hereof, has been marked Exhibit B and delivered to the Redeveloper, and is made a part hereof. The "term of the Plan" shall mean the period commencing upon the adoption of the Plan and expiring as therein provided.

## ARTICLE II

### TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

#### Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement, the Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase, The Property.

Section 202: Condition of Land to be Conveyed

(a) The Authority agrees that, at the time of sale and conveyance and delivery of possession of The Property, it shall be free and clear of all buildings, structures and improvements except streets, sidewalks, and walls and foundations below the surface of the ground, and that all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner. The Property shall be uniformly graded and left free of mounds and depressions, and the furnished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist.

(b) The Authority agrees that it shall, without expense to the Redeveloper, provide or cause to be provided the public utility adjustments called for in the Plan in a timely manner so as not to impede the construction of the improvements on The Property.

Section 203: Purchase Price and Payment Thereof

(a) The purchase price for The Property shall be

(\$ ) and shall be paid to the

Authority upon delivery of the deed and possession of The  
Property to the Redeveloper.

(b) The payment shall be in cash or certified check drawn  
to the order of the Authority.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of The Property, and the purchase of the same by the Redeveloper, shall, subject to the provisions of Section 206, take place on

at a closing to be held at the office of the Authority or such other place as the Authority may designate; provided, however, that the sale and conveyance and delivery of possession of The Property to the Redeveloper may take place at an earlier or later date upon agreement of the parties hereto.

Section 205: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title to The Property, free and clear of all liens and encumbrances, but subject to all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to The Property from the Authority to the Redeveloper, and any such deed shall not be deemed to affect or impair the provisions and covenants of this agreement.

Section 206: Default by Authority

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of The Property as provided for herein, all of the obligations of the parties hereunder shall cease and this Agreement shall be void and without recourse to the parties hereto, unless the Authority shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the Authority shall give written notice thereof to the Redeveloper at or before the time for performance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days, or such longer period as the Authority and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to The Property and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the Authority shall be unable to give title or to make conveyance or to deliver possession as herein provided, all of the obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. The acceptance of a deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation of the Authority herein contained, except such as are, by the express terms hereof, to be performed after the delivery of the deed.

Section 207: Conditions Precedent to Conveyance

The Authority shall not be obligated to make conveyance of The Property unless and until (a) preliminary plans and outline specifications have been submitted by the Redeveloper and approved by the Authority as provided in Section 302 hereof and (b) evidence satisfactory to the Authority that the Redeveloper has or has available financing necessary for the construction of the improvements in accordance with said approved final plans and specifications has been submitted by the Redeveloper and approved by the Authority.

## ARTICLE III

### RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

#### Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:

- (1) to devote the Property to the uses specified in the Plan;
  - (2) Not to use or devote The Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan;
  - (3) not to effect or execute any covenant, agreement, lease, conveyance or other instrument whereby The Property or any improvement thereon is restricted, upon the basis of race, religion, creed, color, or national origin or ancestry in the sale, lease, or occupancy thereof; and
  - (4) to comply with all State and local law, in effect from time to time, prohibiting discrimination or segregation or by reason of race, religion, color, or national origin in the sale, lease, or occupancy of the Property.
  - (5) not to discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon any part thereof.
- (b) The covenants in subsection (a) of this Section shall be covenants running with the land.

(c) The covenants in subdivisions (1) and (2) of subsection (a) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenants in subdivisions (3) and (4), and all rights and obligations under any of said covenants, shall terminate upon the expiration of one hundred (100) years from the date of the deed of The Property from the Authority to the Redeveloper; provided, however, that the provisions of this subsection shall not abate, or be a ground for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the covenants.

Section 302: Improvements and Submission of Plans

(a) The Property shall be used for the construction of a new public elementary school, such improvements to be built in accordance with plans and specifications to be prepared by the Redeveloper in conformity with the applicable planning and design objectives and building requirements of the Plan and all applicable state and local laws and regulations and submitted to the Authority for its approval.

(b) Within                    days after the execution of this Agreement, the Redeveloper shall submit to the Authority preliminary plans and outline specifications for all of the improvements to be constructed by it on The Property in sufficient detail to show conformity with the applicable planning and design objectives and building requirements of the Plan and the requirements of this Agreement.

The Authority shall review and approve or disapprove such plans and specifications, and shall promptly notify the Redeveloper of its approval or disapproval in writing, setting forth in detail any grounds for disapproval. If such plans and specifications are in accordance with the Plan, and this Agreement, the Authority shall not unreasonably withhold its approval of the plans and specifications as submitted. If no grounds of disapproval are delivered in writing to the Redeveloper within thirty (30) days after the submission of the plans and specifications, or any resubmission thereof as hereinafter provided, such plans and specifications shall be deemed approved.

In the event of a disapproval, the Redeveloper shall, within fifteen (15) days after the date the Redeveloper receives the written notice of such disapproval, resubmit the preliminary plans and outline specifications altered to meet the grounds of disapproval. The resubmission shall be subject to the review and approval of

the Authority in accordance with the procedure hereinabove provided for an original submission, until preliminary plans and outline specifications shall be approved by the Authority; provided, however, that the Redeveloper shall submit preliminary plans and outline specifications which meet the requirements of this subsection and the approval of the Authority within                days after the execution of this Agreement.

(c) Within                (      ) days after the preliminary plans and outline specifications are approved, or deemed approved, by the Authority, and in any event within                (      ) days after the execution of this Agreement, the Redeveloper shall submit to the Authority final plans and specifications prepared in conformity with the previously approved preliminary plans and outline specifications, the applicable planning and design objectives of and building requirements of the Plan, and this Agreement.

Final plans and specifications submitted hereunder shall be subjected to review and approval procedure as set forth in subsection (b) hereof; provided, however, that the Redeveloper shall submit final plans and specifications which meet the requirements of this subsection and the approval of the Authority within                (      ) days after the execution of this Agreement.

(d) No work shall be commenced on the construction of the improvements to be erected on The Property until the approval by the Authority of the final plans and specifications as provided in subsection (c) hereof, or such other time as shall be mutually agreed by the Redeveloper and the Authority, and no such work shall be done unless such work conforms in every respect to the approved final plans and specifications except that such final plans and specifications may be modified by the Redeveloper from time to time without the further approval of the Authority so long as the improvements to be erected shall be in conformity with the applicable planning and design objectives and building requirements of the Plan

and shall be in substantial conformity with the final plans and specifications approved by the Authority. In the event the Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the improvements erected or being erected on The Property as are not in conformance with the approved final plans and specifications or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with construction of the improvements until such directive is complied with. Any delays in completion of the improvements resulting from such modification or reconstruction shall not be a ground for the extension of the time limits of construction on The Property as provided for in Section 303 of this Agreement.

Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the improvements on The Property in accordance with the approved final plans and specifications within ( ) days after the transfer of title to the property shall thereafter diligently prosecute the construction of the improvements on The Property to completion; and shall, in any event, complete such construction not later than ( ) months after the commencement thereof.

(b) Subsequent to the execution of this Agreement and until the construction of the improvements has been completed, the Redeveloper shall make, in such detail as may reasonably be required by the Authority, a report in writing to the Authority every

( ) months as to the actual progress of the Redeveloper with respect to such construction. After the sale and conveyance and delivery of possession of The Property to the Redeveloper and during the period of construction, the work of the Redeveloper shall be subject to inspection by representatives of the Authority and of the United States of America.

(c) Prior to the sale and conveyance and delivery of possession of The Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(d) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on The Property shall be covenants running with the land.

Section 304: When Improvements Completed

The building of improvements on The Property shall be deemed completed for the purposes of this Agreement when the improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy and shall incontestably be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of Completion by the Authority.

(a) In carrying out the redevelopment and construction of the improvements to be constructed by the Redeveloper on the Property and in the operation of the same after completion thereof, the Redeveloper shall not discriminate against any employee or applicant for employment because of race, religion, color or national origin. This provision shall include but not be limited to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Redeveloper agrees to be bound by all of the provisions of this Section and the provisions of all applicable Federal, state and local laws, ordinances and regulations, and the provisions of this Agreement with respect to non-discrimination, and the Redeveloper further agrees to include the provisions of this Section (with any modifications as may be necessary to show the particular contractual relationship) in all its contracts in connection with the development, construction and operation of such improvements (except contracts for standard commercial supplies or raw materials), and shall include in all such contracts a provision requiring all contractors to include a similar provision in all subcontracts (except subcontracts for standard commercial supplies or raw materials). The Redeveloper shall post at the property, and shall require all contractors and subcontractors to post at the property, in conspicuous places available for employees and applicants for employment, notices in a form approved by the Authority setting forth the provisions of this Section, and no work shall be undertaken by the Redeveloper or by any contractor or subcontractor, until the Redeveloper, the contractor or the subcontractor shall have received such approval from the Authority.

(b) The Redeveloper and the Authority mutually agree that it is the intent of this Agreement that all work hereinabove described in Subsection (a) of this Section shall be carried out without any discrimination whatsoever because of race, religion, color, or

national origin, and it is further agreed that any breach of this Section of the Agreement may be referred by the Authority to the appropriate agencies of the City, State or Federal governments as provided by the laws, ordinances or regulations of said governments, for hearing and adjudication in the manner prescribed by said agencies, and in the event of such referral the Redeveloper agrees, and shall secure the agreement of all contractors and subcontractors, to the jurisdiction of said agencies in any dispute encompassed by the provisions of this Section; provided further, that in the event any of the aforesaid parties shall refuse to abide by the decisions of any of said agencies, then, in that event, the Authority may, as to that party, consider said refusal a substantial breach of his contractual obligations and shall have, directly with respect to the Redeveloper, and as a third-party beneficiary with respect to contractors and subcontractors, in addition to all other remedies at law or in equity, the right to seek the remedies of injunction, specific performance or recision, as well as damages.

(c) The Redeveloper shall, before the start of any work hereunder, certify in writing to the Authority that all contracts and subcontracts for such work do include the provisions of this Section, and further, no work under additional contracts or subcontracts shall be commenced until similar certifications have been filed with the Authority.

#### ARTICLE IV

##### TRANSFER OF REDEVELOPER'S INTEREST

###### Section 401: General Terms Relating to Transfer of Interest in Property by Redeveloper

The City shall not, prior to the completion of the construction of the improvements on The Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in The Property or portion thereof or in this Agreement, other than transfers to other boards, commissions, or agencies of the City, and other than contracts or agreements to be performed sub-

sequent to such completion, except upon compliance with the following:

- (1) The transferee or transferees shall have been approved as such, in writing, by the Authority;
- (2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed, for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of the Redeveloper provided for in this Agreement, provided, however, that the fact that any transferee shall, whatever the reason, not have assumed such obligations, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee of or from such obligations or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to The Property or the construction of the improvements; and
- (3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the interest transferred, including the cost of any improvements made thereon and carrying charges, shall be paid over to the Authority.
- (4) The Redeveloper and its transferee or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Massachusetts Housing Authority Law and the Plan.

Section 402: Mortgage of Property by the Redeveloper

Notwithstanding any other provisions of this Agreement, the Redeveloper shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to The Property, or any portion or portions thereof, and owners of proprietary interests in the Redeveloper shall have at all times the right to encumber their interests, by way of bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, furnishing, repair or reconstruction of any of the improvements required to be constructed by the Redeveloper on The Property by the Plan and this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; provided, however, that the Redeveloper and the owners of proprietary interests therein shall give prior written notice to the Authority of its or their intent to exercise its or their rights hereunder.

Any such mortgage shall contain the express provision that it confers upon the mortgagee no right, title or interest in and to The Property, or to the portion thereof subject to such mortgage, or in any improvements thereon, except those enjoyed by the Redeveloper pursuant to this Agreement.

respect to The Property and the construction of the improvements that the Authority would have, had there been no such transfer or change. Therefore, in the absence of a specific written agreement by the Authority to the contrary, no such transfer or approval thereof by the Authority shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the improvements, from any of its obligations with respect thereto.

(3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the interest transferred, including the cost of any improvements made thereon and carrying charges, shall be paid over to the Authority.

(4) There has been submitted to the Authority for review, and the Authority has approved, all instruments and other legal documents involved in effecting transfer.

(5) The Redeveloper and its transferee or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Massachusetts Housing Authority Law, and the Plan.

(d) After the completion of the improvements, as certified by the Authority, the Redeveloper may assign or otherwise transfer any portion of The Property, or the Redeveloper's interest therein.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

#### Section 501: Finality of Approvals

Where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Section 502: How Agreement Affected by Provisions  
Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 503: Covenants to be Enforceable by Authority

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to The Property and shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority against the Redeveloper. In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

Section 504: Parties Barred from Interest in Project

No member of the Congress of the United States of America  
shall be admitted to any share or part hereof, or to any benefit  
to arise therefrom.

Section 505: Authority's Members and Officers Barred  
From Interest

No member, official, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or on any obligations under the terms of this Agreement.

Section 506: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto.

Section 507: Waivers

Any right or remedy which the Authority or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the Authority or by the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

Section 508: Amendments

This Agreement may be amended only by a written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto to such amendment.

Section 509: Notices

Whenever under this Agreement notices, approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such notices, approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent to the other party by registered or certified mail, postage prepaid, and addressed as follows or in such other manner or to such other address as the other party shall direct by prior notice:

If to the Redeveloper -

If to the Authority - Boston Redevelopment Authority  
City Hall Annex  
Boston, Massachusetts  
c/o Edward J. Logue  
Development Administrator

Section 510: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of The Property for redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the improvement, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well.

IN WITNESS WHEREOF, on the

day of

196 , at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and

delivered. BOSTON REDEVELOPMENT AUTHORITY in the presence of:

By \_\_\_\_\_  
Title

CITY OF BOSTON  
acting by and through the

By \_\_\_\_\_  
Title

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named who  
executed the foregoing Agreement on behalf of Boston Redevelopment  
Authority and acknowledged the same to be his free act and deed  
and the free act and deed of Boston Redevelopment Authority.

\_\_\_\_\_  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above named  
who executed the foregoing Agreement on behalf of the City  
of Boston and acknowledged the same to be his free act and  
deed and the free act and deed of the City of Boston, acting  
by and through

---

Notary Public  
My commission expires:

EXHIBIT A

Description of Parcel I-5 of the Washington Park Project Area

EXHIBIT B

Urban Renewal Plan

for the

Washington Park Project

adopted by Boston Redevelopment Authority on January 16, 1963

and approved by the City Council of the City of Boston on

February 18, 1963.

March 16, 1964

MEMORANDUM

TO: Boston Redevelopment Authority  
FROM: Edward J. Logue, Development Administrator  
SUBJECT: Proposed Disposition of Site I-5 in the  
Washington Park Area to the City of Boston

The Urban Renewal Plan for the Washington Park Urban Renewal Area calls for the development of a new elementary school on Site I-5, located on Humboldt Avenue between Harrishoff and Waumbeck Streets to replace the present Boardman School.

We have been engaged in negotiations with the Board of Commissioners of School Buildings for the past few weeks and have achieved agreement with their officers and attorneys regarding the basic terms of the disposition agreement, a copy of which is attached.

The architectural firm of Drummey, Rosane, and Anderson has been retained by the Board of Commissioners to design the new School facility.

The disposition price for the Parcel was approved by the Authority on August 8, 1963, and concurred in by HHFA on January 31, 1964.

I therefore recommend that the Authority adopt the attached resolution which (1) approves the proposed disposition agreement and procedure, (2) authorizes the Development Administrator to execute the proposed Agreement and an appropriate Deed.

Attachment